

**A BOARD MEMBER'S  
GUIDE  
TO  
RULES AND REGULATIONS**

**A GUIDE TO DRAFTING COMPREHENSIVE RULES AND  
REGULATIONS FOR CONDOMINIUMS, TOWNHOMES AND  
COMMON INTEREST COMMUNITY ASSOCIATIONS**

**PRESENTED BY:**

**JOHN H. BICKLEY, III**

**OF THE LAW FIRM OF  
KOVITZ SHIFRIN NESBIT, A PROFESSIONAL CORPORATION  
750 LAKE COOK ROAD, SUITE 350  
BUFFALO GROVE, ILLINOIS 60089-2073  
TELEPHONE: 847-712-0560  
847-777-7301  
E-MAIL: JBICKLEY@KSNLAW.COM**

**JOHN H. BICKLEY III**  
**ATTORNEY AT LAW**  
**BIOGRAPHICAL INFORMATION**

**John H. Bickley, III**, (Member) born Evanston, Illinois, November 7, 1952; admitted to Illinois Bar, 1978; Admitted to U.S. District Court, Northern District of Illinois including Trial Bar; Education: Colorado State University (B.A., 1975); Chicago-Kent College of Law, Illinois Institute of Technology (Doctor of Jurisprudence, with Honors, 1978).

**Rated "AV"** By Martindale-Hubbe, (National Attorney Rating Organization): Very High to Preeminent Legal Ability and Ethical Standards.

**Author/Co-author:** "The Board Members Guide to Illinois Association Law", "A Board Members Guide to Rules and Regulations" "The 100 Most Commonly Asked Questions About Illinois Condominiums...With Answers" "A Board Members Guide To Insurance" "A Board Members Guide to Establishing Proper Capital Reserve Accounts" "Evictions Procedures In Illinois" "A Board Members Guide to Collection Of Assessments".

**Lecturer/Instructor**, Condominium and Association Law-Harper College, 1992-present; Joliet Junior College 2004 to present;

**Elected/Appointed Positions:** Trustee, Village of Hawthorn Woods, 1998. Chairman, Village of Hawthorn Woods Environmental Committee, 1994-present. Assistant Attorney General, State of Illinois, 1978-1979. Hearing Officer, Illinois State Board Of Elections 1985-1990; Chief Defense Counsel, United States Marine Corps, 3rd Marine Division, Okinawa, Japan, 1980-1981. Chief Trial Counsel, United States Marine Corps, 1st Force Service Support Group, 1982-1983. Promoted to rank of MAJOR United States Marine Corps.

**Member:** DuPage County (Sub-Committee on Real Estate Law), Lake County Bar Association (Committee on Real Estate Law), Illinois State and Federal Bar Associations; Illinois Trial Lawyers Association; The Association of Trial Lawyers of America. Phi Alpha Delta.

**Practice Areas:** Condominium Law; Condominium Development; Civil/Commercial Litigation; Insurance Litigation; Personal Injury.

is a standard that governs adoption and enforcement of rules and tions, it is that rules and regulations, and their enforcement, must be asonable, and equitable. Any deviation from this standard will create problems. It must be remembered that when enforcing rules the iation bears the burden of establishing their reasonableness. This is trast to the enforcement of declaration and by-law provisions where lvidual contesting the provision bears the burden of establishing that vasion is not reasonable.

n 18.4 of the Illinois Condominium Property Act provides that no rule lation may impair the rights guaranteed by the first amendment to nstitution of the United States or Section 4 of Article 1 of the Illinois tution. These provisions relate to free speech and free press. They late to political activity. In other words, the statute prohibits the on of a rule or regulation that would prohibit a political candidate from g out political literature within the association or any other exercise of eech.

s and regulations are properly adopted and enforced, the Board can fine for violation of the rules and regulations. The fine can be ed by any of the usual methods for collection of assessments, ng eviction. Therefore, since a unit owner can be fined and fter evicted for a violation of the rules and regulations, the Courts will ize the adoption and the enforcement procedures, to make sure they asonable and that they meet the minimum standards of due process.

er for rules and regulations to be enforced, they must be reasonable. is no legal definition of the term "reasonable". All of the stances involving the matter must be looked at in order to determine sonableness of the action. What may be reasonable in one ation may not be reasonable in another. For instance, in an ation having very high architectural standards and expensive units, it e reasonable to prohibit recreational vehicles from parking in ays overnight. In other areas having different types of property and eonomic status, it may be unreasonable to prohibit recreational s from being parked where they can be observed.

nount of any fine that is levied by an association for violations must e reasonable. Again, the definition of "reasonable" is not defined. A able fine is one that is sufficient to provide an incentive for ance with the rules and regulations but not so high that it is

oppressive, prohibits compliance by its very amount, or is merely levied for the purpose of enhancing the income of the association. The purpose of fines is not to generate income for the association but rather to act as a deterrent to violations of the rules and regulations.

The first step in adopting rules and regulations, or amending them, is to send a copy of the rules and regulations to every unit owner within the association so that they can be fully advised of the actions of the Board. With respect to condominiums, the Condominium Property Act requires that a copy of the proposed rules be included in the notice of meeting wherein the board is considering adopting the rules. After the owners have received a copy of the rules and regulations, the Board must have a hearing to allow the unit owners to make comments regarding the rules and regulations. Although the unit owners may make comments regarding the rules and regulations, the rules and regulations are still adopted by the Board, or by the procedure set forth in the Bylaws.

At the adoption hearing, no quorum of owners is necessary. The purpose of the hearing is two-fold. First, the hearing is intended to provide information to the Board to allow it to correct mistakes in the proposed rules and regulations. Regardless of the good faith efforts of the Board, its manager, and its attorney, mistakes do occur. When these mistakes occur in the proposed rules and regulations, they can be brought to the attention of the Board prior to the adoption of the rules and regulations in order to allow the Board to make corrections, thereby avoiding future legal problems.

The second reason for the hearing, prior to adoption of rules and regulations is to allow the Board to see if the rules and regulations are generally acceptable. Even if the rules and regulations contain valid restrictions, they will not be enforceable if they are not generally accepted by the membership. If the overwhelming majority of the members do not approve of the rules and regulations, they should not be adopted. If a rule and regulation is adopted and it is later found that it is not generally acceptable, the Board should amend the rules and regulations to delete the unenforceable provision. The Board, having a fiduciary duty to the unit owners, cannot allow a rule and regulation to be on the records of the association and not enforce it. If it is unenforceable, it should be removed.

Perhaps the biggest mistake made by associations in enforcement of rules and regulations is the method by which associations levy fines. Under the statute, a fine cannot be levied until the unit owner has had an opportunity

for a hearing to dispute the fine. There are two procedures commonly utilized to accomplish this requirement. Some associations simply send a notice to a unit owner telling him of the charges, that he has been fined for a violation of the rules and regulations, and advise him that he has a certain period of time to request a hearing to contest the fine.. Illinois Courts have not addressed the propriety of this procedure. However at least one other state has ruled that this procedure does not satisfy the requirement for an opportunity for a hearing prior to the imposition of a fine. The preferred approach is to schedule a violation hearing, and notify the unit owner. If the unit owner appears, he is provided an opportunity to contest the violation. The hearing must be conducted in a fair and reasonable manner. The unit owner should be treated with respect and dignity and given an opportunity to fully defend his position. In cases of doubt, the fine should not be levied. If he fails to appear, the hearing may be conducted in his absence. A hearing should always be held and findings announced as there is legal significance to a Board ruling against the unit owner. In this situation the unit owner is limited, in a subsequent lawsuit seeking enforcement of the fine etc, to establishing that the finding and imposition of the fine is unreasonable. This substantially reduces the burden on the association's attorney and improves the association's chance of victory in court.

It is not necessary for the Board to levy a fine for every violation of the rules and regulations. If the violation of the rules and regulations can be corrected without the necessity of levying a fine, the Board should consider waiving the fine. Again, the purpose of the fine is not to produce money but to obtain compliance with the rules and regulations. If, however, the Board elects to waive fines against some unit owners, it must treat everyone equally and not pursue a pattern of discrimination which unfairly applies the rules and regulations to some owners and not to others.

A sample set of rules and regulations is included in the back portion of this book. It should be noted that the rules and regulations should be adopted by resolution and entered into the corporate book. Further, a copy of the finally adopted rules should be sent to each owner.

The rules and regulations should set out the enforcement procedure and should specifically provide for the opportunity for a hearing. The model rules and regulations at the end of this book set forth the procedure for hearings, and they include forms that can be used by an association for providing for the notice of violation and the request for hearing.

The model rules and regulations found at the back of this book include numerous forms which can be used by associations in enforcement of rules and regulations. It is a good idea to have standardized forms for enforcement of rules and regulations because this prevents unequal treatment of individuals and decreases the likelihood of charges of discrimination.

It should be noted that the rules and regulations at the back of this book contain restrictions that do not apply to all associations; i.e., pools. When using the rules and regulations at the end of the book, careful attention should be given to making sure the rules and regulations apply to the proper type of association, such as condominium or townhouse. If the rules are used for a townhouse association, the references to the Condominium Property Act should be deleted, and "unit" terminology should be changed to "lot" terminology. For this and other reasons, it is wise to have the final draft of the rules and regulations reviewed by an attorney.

We hope that this book will assist associations in adopting and enforcing rules and regulations and be of practical use in making the process smoother and more efficient.

# ABC CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS



## **ABC CONDOMINIUM ASSOCIATION**

July 14, 2008

Dear ABC Condominium Association Resident:

We welcome you to ABC CONDOMINIUM ASSOCIATION and hope you will enjoy living in the complex. As with any community, we have certain Rules and Regulations which promote harmony and help observe the rights of all.

Enclosed you will find the revised Rules and Regulations that were discussed at the meeting of \_\_\_\_\_. They were approved by the Board of Directors and adopted \_\_\_\_\_. We urge you to read them thoroughly as soon as possible.

The new rules and changes are a result of the Board and Management's need to adequately deal with violations and infractions to protect the property and rights of all the residents.

**THESE CHANGES AND ADDITIONS ARE EFFECTIVE IMMEDIATELY.**

The Board of Directors and Management welcome your input and look forward to your attendance at the month Board meetings held the third Tuesday of every month.

Sincerely,

\_\_\_\_\_  
President,  
Woodvale Lakes Estates  
Homeowners Association

# WOODVALE LAKES ESTATES HOMEOWNERS ASSOCIATION

## RULES AND REGULATIONS

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**SECTION I**  
**Administration and Appearance of the Property**

- A. Alterations.
1. No alterations of any kind may be made to the exterior portions of the building.
  2. No structural, plumbing or electrical changes within the individual units may be made without prior written approval of the Board.
- B. Antennas. No antennas of any kind may be attached or mounted to any portion of the property, except that satellite antennas may be mounted
- 
- C. Association Records. As required by law, the books and records of the Association are available for the inspection of Unit Owners for any proper purpose at reasonable times at the Association's office upon 30 days written request.
- D. Assessments and Collections.
1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment which is received after the tenth (10th) day of the month shall be considered late.
  2. Any payment of less than the full amount which is due in any given month, shall cause the Unit Owner to be subject to a Service Charge of Twenty-Five Dollars (\$25.00) for each month, which shall be added to the Unit Owner's Common Expenses.
  3. Unit Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has been commenced, all legal fees and costs will be assessed to the Unit Owner, as required by the Declaration and By-Laws.
- E. Board Meetings. Board meetings are open to all Unit Owners. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Unit Owners.
- F. Common Property.
1. Storage of any kind is expressly prohibited on or in any Common Property unless the area is expressly designated for such purpose.

J. Seasonal Decorations.

1. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.
2. No outdoor decorations are permitted except for decorations which can be placed on a Unit's door. Any damage caused by the hanging of decorations shall be repaired by the Unit Owner responsible or the cost of repair will be charged to the Unit Owner by the Association.
3. No decorations which create a safety hazard will be permitted.
4. Christmas trees must be wrapped when being moved in or out of the buildings.

K. Security.

1. If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.
2. Do not activate door buzzers to strangers or to anyone without first identifying who is seeking entrance to the building.
3. Never prop open any locked exterior doors.

L. Signs and Advertisements. Advertising signs for business or commercial activities are prohibited anywhere on the Property, including residents' motor vehicles.

M. Waterbeds. The use of waterbeds at ABC is prohibited.

## **SECTION 2**

### **Pets**

- A. Entrance and exit for dog-walking purposes must be \_\_\_\_\_ . A leash, not to exceed six (6) feet in length, is required. Pets should be kept under control at all times.
- B. Residents owning cats are limited to two (2) cats per Unit.
- C. No pet may be left unattended outside a Unit at any time.
- D. Any pet which creates a nuisance or unreasonable disturbance or causes damage to any Common Property may be permanently removed from the property upon three (3) days notice.
- E. Visitors are not permitted to bring their pets onto the premises when visiting Owners or tenants.

### SECTION 3 Vehicle Regulations

#### A. General Rules.

1. Vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles on the Property. All vehicles shall be parked within the lines or other marked boundaries.
2. All vehicles are restricted to designated parking areas.
3. Commercial vehicles may park in permitted areas so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident or the Association.
4. Parking in the thirty foot (30') area between "Fire Lane" signs is prohibited at all times. This is a fire code regulation. Any vehicle parked in a fire lane will be ticketed by the police.
5. All vehicles must be operated in a manner as to assure safety of pedestrians. Speed in excess of 15 miles per hour is prohibited.
6. Every resident must display a ABC CONDOMINIUM ASSOCIATION sticker, which is to be placed "front" window of your automobile on the driver's side.
8. Guest passes must be used for overnight parking in assigned spaces.
7. After two (2) inches of snowfall has occurred, all cars must be removed from the front of buildings to facilitate snow removal.

- B. Enforcement. Any vehicle parked in such a manner as to violate these rules may be subject to the enforcement procedures set forth herein, including but not limited to, legal action, fines, towing, etc. All costs and expenses will be charged back to the Unit Owner.

**SECTION 4**  
**Closings and Transfers of Ownership**

**A. Resales.**

1. The Association may charge a fee in the amount of ten cents (\$0.10) per copy for the cost of copying any documents required for resale of a unit. However, in the event a request is made which requires information to be provided in less than thirty (30) days, the Association may charge the Unit Owner an additional fee for rush service.
2. The Association shall provide any Unit Owner, upon ten (10) days notice to the Board or its agent, a statement of account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. The Association may charge a fee of Fifteen Dollars (\$15.00) per request. This amount may be changed from time to time by the Board.

## SECTION 5 Leasing of Units

- A. General. There are several important items that every investor-owner should consider in leasing his unit. These items not only help insure the success of the owner-tenant relationship, but also contribute to the successful operation of the Association to which the investor-owner is a member.

### ALL OWNERS MUST:

1. Give prior notice to the Board and/or the management of intention to lease, whereupon the Board shall provide the unit owner a lease rider which shall be added to the lease and shall be signed by all parties executing the lease. Thereafter, the unit owner shall deliver a copy of the signed lease and lease rider to the Board or managing agent within ten days after it is executed and prior to occupancy.
2. Notify the Association's Board of Directors or managing agent of all current occupants of the unit, including children. This notification should not only include the names of each occupant but the phone number of the unit, the number of vehicles used by the occupants, the number and type of any pets (if permitted) and so on.
3. All prospective tenants must submit to a personal interview with the Board or its designated committee prior to occupancy of the dwelling.
4. All leases must be in writing and for a period of not less than one year. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The property owner is ultimately responsible for his tenants to abide by all provisions and restrictions imposed by the Association's legal documents, whether he resides in the unit or not. If a tenant violates the documents or rules and regulations, the owner shall also be held responsible.
5. All tenants must be given a copy of the legal documents and any rules or regulations that have been adopted by the Association's Board of Directors. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residency and are obligated to obey the provisions of the documents.
6. All tenants should be advised of the operational structure of the Association, that a portion of their rent is used to pay the monthly Association assessment on the unit and what that assessment is used for. All tenants must sign a lease rider acknowledging receipt of copies of all of the legal documents.
7. Increasingly, many Association boards are encouraging tenants to participate on the committee structure of the association. Even though the

tenant has no vote on Association matters, by virtue of their residence they are a part of the community and may be allowed and encouraged to participate in the Association's activities.

8. All applicants for rental should complete the tenant application form which is attached. It is important to ensure that all the information necessary to make a good judgment on the qualifications of the applicant is ascertained in a timely fashion.
9. Collect a security deposit sufficient to cover lost rent and/or damage, as well as the first month rent.
10. Check out all previous landlords and credit references. Verify information such as addresses, dates, etc.
11. Determine whether income is sufficient to pay rent without imposing a financial burden and can accommodate any increase in the monthly assessment. Take into consideration existing debt obligations such as other monthly payments. What savings, reserves, or other resources are available to the applicant in case of a financial setback.
12. Meet and interview personally each applicant.
13. Make your determination from a number of applicants rather than just one or two.
14. Do not discriminate on the basis of age, race, color, creed, national origin, or sex.
15. Make a judgment on how long the tenant will likely stay. Turnover is costly. A minimum one year lease is required.
16. The unit owner is absolutely obligated to pay all of the condominium fees; since they are a covenant running with the land, all special assessments of the Association; increase in taxes, move-in charges; maintenance costs; or any special fees or charges imposed by the Association.
17. All leases must include provisions for the tenant obeying the By-Laws, Declaration and rules and regulations of the community, including the payment of any fines for rule violations, written legal termination procedure, penalties for late rent payment, method and location of rent payment, security deposit return and deduction procedure, with a written acknowledgment by the tenant that he has received and accepts all of the conditions.
18. Make sure the tenant has the following:
  - a. Access to recreation and parking areas.
  - b. Community handbooks.
  - c. Emergency numbers.



d. Landlord address and telephone number.

19. Any violations of the Declaration, By-Laws or these rules and regulations may result in a flat or daily fine or in more serious situations, eviction proceedings. All fines, costs and legal fees will be charged to the unit owner.

B. Non-Compliance. The Board reserves the right to prohibit a tenant from occupying a unit until the owner complies with all leasing requirements. The Board reserves the right to initiate legal proceedings against the tenant and/or the owner for breach of any of the rules.

**SECTION 6**  
**Move-In/Move-Out Instructions**

To assist you in having the smoothest possible move, we have provided herewith some initial procedures and a brief summary of some of the basics.

- A. All excess boxes and packing materials should be neatly and securely placed near dumpster area.
- B. After scheduling with the Association office for removal, old carpeting, remodeling debris, etc. is to be placed at the rear of the building, after being cut/packaged into four foot (4') lengths. Since we are charged for the extra pick-up, there is a charge to the resident for removal of same.
- C. All resident owned cars must be registered with the Association office and the ABC CONDOMINIUM ASSOCIATION ("WLEHOA") stickers are to be affixed to the front, preferable the lower right corner, of each car. Guest passes must be used if parking overnight in assigned parking spaces.

**SECTION 7**  
**RULES AND REGULATIONS REGARDING**  
**THE INSTALLATION OF SATELLITE DISHES**

In order to keep the aesthetic appearance of the ABC CONDOMINIUM ASSOCIATION in a good and orderly manner, and prevent damage to the common elements/areas as well as avoid personal injury to unit owners and invitees, the Board has adopted the following Rules and Regulations:

1. Any owner interested in installing a satellite dish one meter or less in diameter should notify the Board and confirm proper installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.

2. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish.

3. No more than one (1) antenna of each provider may be installed.

4. To protect the health, safety and welfare of the residents, all satellite dishes should be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.

5. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.

6. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.

7. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.

8. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.

9. The Owner hereby indemnifies and holds harmless the Board of Managers of the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish the owner must execute the attached hold harmless agreement.

10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance.

11. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall

**SECTION 8**  
**Enforcement of Rules**

- A. In accordance with the Illinois Condominium Property Act, if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by an Owner, the managing agent, a resident or a member of the Board of Directors. A written complaint form prescribed by the Board shall be sent to the management firm or the Board.
- B. The person charged with the violation will be given written notice of the complaint, informing him of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, they will have the opportunity to defend themselves. All hearings will proceed with or without the presence of the accused Owner, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board of Directors, for disposition at its next regularly scheduled meeting. Alternatively, at the discretion of the Board, the person charged with a violation will be notified that a fine has been assessed against him/her according to the most current fine schedule and that the person may appeal the fine by submitting a request for a hearing, in writing, within fourteen (14) day from the date set forth on the notice of the fine. If a timely request for a hearing is made, the procedures set forth above will be followed. If such a request is not made, the fine will become final. The Board has authority to assess daily fines for continuing violations.
- C. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the assessment account of the Owner of the unit in which the guilty person resides and collected with the monthly assessments. All fines are collectible in the same manner as unpaid common expenses/assessments. .
- D. There will be a \$\_\_\_\_\_ fine for each violation, provided the Owner has not been fined for the same violation within the last year. If the Owner has been fined for the same violation within the last year, the fine will be \$\_\_\_\_\_.
- E. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner at the time they are incurred.

ABC CONDOMINIUM ASSOCIATION

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE NOTE: A Violation Complaint must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it will be necessary for you to appear at a hearing. The violator will also be asked to attend this meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Unit No.

Violation Location: \_\_\_\_\_

Date of Violation: \_\_\_\_\_ Approx. Time: \_\_\_\_\_

VIOLATION(S): \_\_\_\_\_

Were any photographs taken? ☐ Yes ☐ No

If so, by whom:

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken, and the name(s) of anyone else who was present.

Report submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**I have made the above statements based on my personal knowledge. I will cooperate with the Association and its attorneys to provide additional statements or affidavits, and, in the event of a hearing or trial, I will appear to testify as a witness.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WOODVALE LAKES HOMEOWNERS ASSOCIATION

NOTICE OF VIOLATION

Date: \_\_\_\_\_

TO: Unit Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified, as the owner of Unit \_\_\_\_\_, that a Violation Complaint form has been filled out accusing you of violating the Association's Declaration, By-Laws or Rules and Regulations regarding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This was allegedly violated by \_\_\_\_\_

The Board of Directors will review the violation(s) at our next regularly scheduled Board Meeting on \_\_\_\_\_, 20\_\_ at approximately \_\_\_\_\_ p.m.

You have a right to present a defense and evidence regarding this accusation. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Please be present at this meeting. The Board will proceed on the aforesated date with or without your presence.

Very truly yours,

WOODVALE LAKES ESTATES HOMEOWNERS  
CONDOMINIUM ASSOCIATION  
Board of Directors

cc: Occupant if rental



ABC CONDOMINIUM ASSOCIATION

NOTICE OF DETERMINATION REGARDING VIOLATION

DATE: \_\_\_\_\_

TO: Unit Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Board found you to be in violation of the Declaration, By-Laws or Rules and Regulations of the Association regarding:

\_\_\_\_\_  
\_\_\_\_\_

This was violated by:

\_\_\_\_\_

- ( ) The Board has determined that no violation occurred.
- ( ) The Board has determined that a violation has occurred. Accordingly, costs and expenses of enforcement in the amount of \$ \_\_\_\_\_ have been assessed against your unit and are now due.
- ( ) Damages, expenses and administrative charges in the total amount of \$ \_\_\_\_\_ have occurred and are now due.
- ( ) Legal expenses in the amount of \$ \_\_\_\_\_ have been incurred by the Association and are now due.
- ( ) As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

Very truly yours,  
ABC CONDOMINIUM ASSOCIATION  
Board of Directors

DISCLOSURE PURSUANT TO SECTION 22.1  
OF THE ILLINOIS CONDOMINIUM PROPERTY ACT

(which shall be made available to the prospective purchaser  
upon receipt of written demand from the unit owner)

1. Copy of Declaration and By-Laws and rules and regulation of Association (see attached).
2. The following liens have been placed against Unit \_\_\_\_\_:  
\_\_\_\_\_
3. A statement of the account setting forth the amounts of unpaid assessments and charges owed to the Association (see attached).
4. Capital expenditures anticipated by the Association within the current or succeeding two fiscal years: \$\_\_\_\_\_.
5. Status and amount of reserves for replacement: \$\_\_\_\_\_.
6. Reserves earmarked for any specific project(s): \$\_\_\_\_\_.
7. Statement of financial condition for the last fiscal year (see attached).
8. Status of suits or judgments in which Association is a party:  
\_\_\_\_\_
9. Insurance coverage provided for all owners:  
\_\_\_\_\_
10. Improvements or alterations made by prior unit owner(s) to unit or limited common elements which are in good faith believed to be in compliance with the Condominium Instruments: \_\_\_\_\_

Pursuant to statute, the Association reserves the right to furnish the above information within thirty (30) days. Further, the Association reserves the right to collect all out-of-pocket costs prior to or at the time of providing this information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Association  
\_\_\_\_\_, President  
\_\_\_\_\_, (address)  
\_\_\_\_\_, (city, state, zip)

ABC CONDOMINIUM ASSOCIATION

RESIDENT INFORMATION

THE ASSOCIATION'S DECLARATION, WHICH HAS BEEN RECORDED AGAINST THE PROPERTY, PROVIDES THAT ALL PURCHASERS OF UNITS AND/OR THEIR TENANTS, UPON ACCEPTANCE OF A DEED, AGREE TO BE BOUND BY THE PROVISIONS OF THE DECLARATION, BY-LAWS, RULES AND REGULATIONS OF THE ASSOCIATION, INCLUDING RULES RELATED TO SUCH ITEMS AS PETS, PARKING, AND USES OF THE UNITS.

PLEASE PRINT OR TYPE - USE N/A IF NOT APPLICABLE.

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Names of Renter(s) as it will appear on lease. Please attach photocopy of lease

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Owner's address

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Employer

Employer Address

---

How long?

Business Phone

Position

---

If above is less than 2 years, previous Employer and Address

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How long?

Business Phone

Position

---

Spouse's Employer

Employer Address

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How long?

Business Phone

Position

---

If above is less than 2 years, previous Employer and Address

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How long?

Business Phone

Position

---

Home Phone (or notify us as soon as available)

In Case of Emergency, whom should we contact: (Insert name, address and phone number above)

Child's Name

Age

Child's Name

Age

Child's name

Age

Child's Name

Age

Names of other persons residing in unit

Any pets owned? If so, specify and give description

List make, model, color and license plate of each vehicle you intend to park at the property. Indicate which, if any, are business, commercial or recreational vehicles

same as above

same as above

I(WE), THE UNDERSIGNED TENANT(S), CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I(WE) FURTHER CERTIFY THAT I(WE) HAVE READ ALL THE INFORMATION CONTAINED IN THIS DOCUMENT, INCLUDING THE NOTICES CONCERNING MY(OUR) RIGHTS AND OBLIGATIONS.

Signature(s) of Tenant(s)

Date \_\_\_\_\_, 20\_\_\_\_

**PROXY FOR**

**ABC CONDOMINIUM ASSOCIATION**

Cumulative Voting is not permitted.  
**Select either Option A or Option B**

**Option A - I hereby select Option A and delegate my right to vote:**

I, (print name) \_\_\_\_\_, owner of unit \_\_\_\_\_ at ABC CONDOMINIUM ASSOCIATION, do hereby constitute and appoint \_\_\_\_\_ or the Board of Directors, if no name is specified, as attorney and agent for me to vote as my proxy at any Association meetings to be held between the date of this proxy and \_\_\_\_\_, 20\_\_\_\_, unless revoked, with full power to cast my vote on any business that should come before the Association as if I were then personally present. I authorize my agent to act for me as fully as I could act if I were present and give to my agent full power of substitution and revocation. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto.

**Option B - I hereby select Option B and wish to designate specific candidates:**

I, (print name) \_\_\_\_\_, owner of unit \_\_\_\_\_ at ABC CONDOMINIUM ASSOCIATION, do hereby constitute and appoint \_\_\_\_\_ or the Board of Directors, if no name is specified, as attorney and agent for me to vote as my proxy at any Association meetings to be held between the date of this proxy and \_\_\_\_\_, 20\_\_\_\_, unless revoked, and direct my agent to cast a ballot for the following candidates\*:


My agent may also vote on any other business that should come before the Association as if I were then personally present, and I authorize my agent to act for me as fully as I could act if I were present, giving to my agent full power of substitution and revocation. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto.

IN WITNESS WHEREOF, I have executed this proxy on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PERCENTAGE  
OF OWNERSHIP**  
\_\_\_\_\_%

\_\_\_\_\_  
Signature line

Address: \_\_\_\_\_  
\_\_\_\_\_

**ABC CONDOMINIUM ASSOCIATION**  
**NOMINATION APPLICATION FOR CANDIDATE FOR**  
**THE BOARD OF DIRECTORS OF**  
**THE ABC CONDOMINIUM ASSOCIATION**

The undersigned, being a member of the ABC CONDOMINIUM ASSOCIATION, does hereby submit his or her name as a candidate for the position of Director on the Board of Managers of said Association.

The undersigned does hereby certify that he/she is a member in good standing and is the only candidate from the unit listed below:

Qualifications: \_\_\_\_\_

\_\_\_\_\_

Experience: \_\_\_\_\_

\_\_\_\_\_

Statement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Association Member

Unit No. \_\_\_\_\_

Address: \_\_\_\_\_

ABC CONDOMINIUM ASSOCIATION

RIDER TO LEASE

This Rider is added to the attached lease in accordance with the Rules and Regulations of ABC CONDOMINIUM ASSOCIATION. By this Rider, the undersigned parties to said lease expressly acknowledge that, as required by Section 18 of the Illinois Condominium Property Act, every lease and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of ABC CONDOMINIUM ASSOCIATION (the "Board"), shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

\_\_\_\_\_(Seal)\_\_\_\_\_(Seal)  
Lessor (Landlord) Lessee (Tenant)

\_\_\_\_\_(Seal)\_\_\_\_\_(Seal)  
Lessor (Landlord) Lessee (Tenant)

Date: \_\_\_\_\_

NOTE: A signed original of said lease and this Rider must be given to the aforesaid Board for its files in accordance with the Rules and Regulations of the Association.

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Please complete the following for the Association's use only.

Lessor Information:

Tenant Information:

\_\_\_\_\_  
Emergency Phone - Home

\_\_\_\_\_  
Emergency Phone - Home

\_\_\_\_\_  
Emergency Phone - Work

\_\_\_\_\_  
Emergency Phone - Work

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State and Zip code



## ABC CONDOMINIUM ASSOCIATION

INFORMATION NEEDED FOR CLOSING	INFORMATION PACKET FOR NEW OWNER
Statement	Parking passes/letter
Right of first refusal	12 ABCCA assessment envelopes
Budget	Assessment card 3 x 5
Operating statement	CPM's business card
Rules and regulations	Elevator letter
Certificate of insurance	Latest newsletter
	Moving instructions
	New resident letter
	Sales lease form
	New owner questionnaire
	Fire letter
	Vendor letter

**ABC CONDOMINIUM ASSOCIATION**

### Available Vendors

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**The ABC CONDOMINIUM ASSOCIATION, its directors, officers and manager(s), assume no responsibility for the quality of the work of any vendor or supplier on this list. This information is being provided to the residents as a convenience only, and does not qualify as an endorsement or recommendation.**